

In re:
Leslie Klein
Debtor

Case No. 23-10990-SK
Chapter 11

CERTIFICATE OF NOTICE

District/off: 0973-2
Date Rcvd: Feb 13, 2025

User: admin
Form ID: pdf042

Page 1 of 5
Total Noticed: 1

The following symbols are used throughout this certificate:

Symbol	Definition
+	Addresses marked '+' were corrected by inserting the ZIP, adding the last four digits to complete the zip +4, or replacing an incorrect ZIP. USPS regulations require that automation-compatible mail display the correct ZIP.

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Feb 15, 2025:

Recip ID	Recipient Name and Address
db	+ Leslie Klein, 322 N. June Street, Los Angeles, CA 90004-1042

TOTAL: 1

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.
Electronic transmission includes sending notices via email (Email/text and Email/PDF), and electronic data interchange (EDI).

NONE

BYPASSED RECIPIENTS

The following addresses were not sent this bankruptcy notice due to an undeliverable address, *duplicate of an address listed above, *P duplicate of a preferred address, or ## out of date forwarding orders with USPS.

NONE

NOTICE CERTIFICATION

I, Gustava Winters, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed .R. Bank. P.2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Feb 15, 2025

Signature: /s/Gustava Winters

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on February 12, 2025 at the address(es) listed below:

Name	Email Address
Alan G Tippie	on behalf of Interested Party Courtesy NEF Alan.Tippie@gmlaw.com atippie@ecf.courtdrive.com;Karen.Files@gmlaw.com,patricia.dillamar@gmlaw.com,denise.walker@gmlaw.com
Alex M Weingarten	on behalf of Creditor Jeffrey Winter aweingarten@willkie.com lcarter@willkie.com
Alex M Weingarten	on behalf of Interested Party Courtesy NEF aweingarten@willkie.com lcarter@willkie.com
Armen Manasserian	on behalf of Plaintiff Franklin Menlo co-trustee of the Franklin Menlo Irrevocable Trust established March 1, 1983 armen@ml-apc.com, jennifer@ml-apc.com,maria@ml-apc.com
Baruch C Cohen	on behalf of Plaintiff David Berger bcc@BaruchCohenEsq.com paralegal@baruchcohenesq.com

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Baruch C Cohen	on behalf of Interested Party Courtesy NEF bcc@BaruchCohenEsq.com paralegal@baruchcohenesq.com
Baruch C Cohen	on behalf of Creditor Robert & Esther Mermelstein bcc@BaruchCohenEsq.com paralegal@baruchcohenesq.com
Baruch C Cohen	on behalf of Creditor David Berger bcc@BaruchCohenEsq.com paralegal@baruchcohenesq.com
Baruch C Cohen	on behalf of Plaintiff Robert & Esther Mermelstein bcc@BaruchCohenEsq.com paralegal@baruchcohenesq.com
Beth Ann R. Young	on behalf of Interested Party Life Capital Group LLC bry@lnbyg.com, bry@lnbyb.com
Bradley D. Sharp (TR)	bsharp@dsi.biz
Brandon J. Iskander	on behalf of Creditor Joseph Vago biskander@goeforlaw.com kmurphy@goeforlaw.com
Brandon J. Iskander	on behalf of Interested Party Robert P Goe biskander@goeforlaw.com kmurphy@goeforlaw.com
Brandon J. Iskander	on behalf of Creditor Erica Vago biskander@goeforlaw.com kmurphy@goeforlaw.com
Brett J. Wasserman	on behalf of Plaintiff Adi Vendriger wasserman@smcounsel.com
Brian A Procel	on behalf of Plaintiff Erica Vago brian@procel-law.com rdankwa@millerbarondess.com;docket@millerbarondess.com
Christopher M McDermott	on behalf of Creditor U.S. Bank National Association as Trustee, successor in interest to Wachovia Bank, National Association, as Trustee for Banc of America Funding Corporation Mortgage Pass-Through Certificates, Series ch11ecf@aldridgepите.com, CMM@ecf.inforuptcy.com;cmcdermott@aldridgepите.com
Clarisse Young	on behalf of Creditor Adi Vendriger youngshumaker@smcounsel.com levern@smcounsel.com
Clarisse Young	on behalf of Plaintiff Adi Vendriger youngshumaker@smcounsel.com levern@smcounsel.com
Clarisse Young	on behalf of Interested Party Courtesy NEF youngshumaker@smcounsel.com levern@smcounsel.com
Dane W Exnowski	on behalf of Creditor US Bank Trust National Association Not In Its Individual Capacity But Solely As Owner Trustee For VRMTG Asset Trust dane.exnowski@mccalla.com, bk.ca@mccalla.com,mccallaecf@ecf.courtdrive.com
Dane W Exnowski	on behalf of Interested Party Courtesy NEF dane.exnowski@mccalla.com bk.ca@mccalla.com,mccallaecf@ecf.courtdrive.com
Eric J Olson	on behalf of Defendant The Marital Deduction Trust of Erika Klein eric@ejolsonlaw.com
Eric J Olson	on behalf of Attorney ERIC J OLSON eric@ejolsonlaw.com
Eric J Olson	on behalf of Defendant Barbara Klein eric@ejolsonlaw.com
Eric J Olson	on behalf of Defendant Leslie Klein eric@ejolsonlaw.com
Eric J Olson	on behalf of Defendant The Second Amended Klein Living Trust eric@ejolsonlaw.com
Eric J Olson	on behalf of Defendant The Survivor's Trust of Leslie Klein eric@ejolsonlaw.com
Gary Tokumori	on behalf of Interested Party Courtesy NEF gtokumori@pmcos.com
Greg P Campbell	on behalf of Interested Party Courtesy NEF ch11ecf@aldridgepите.com gc@ecf.inforuptcy.com;gcampbell@aldridgepите.com
Jeffrey N Pomerantz	on behalf of Trustee Bradley D. Sharp (TR) jpomerantz@pszjlaw.com
Jeffrey P Nolan	on behalf of Plaintiff Bradley D. Sharp Chapter 11 Trustee jnolan@pszjlaw.com

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Jeffrey P Nolan	on behalf of Plaintiff Bradley D. Sharp jnolan@pszjlaw.com
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Jeffrey W Dulberg	on behalf of Trustee Bradley D. Sharp (TR) jdulberg@pszjlaw.com
Jeffrey W Dulberg	on behalf of Plaintiff Bradley D. Sharp jdulberg@pszjlaw.com
Jeffrey W Dulberg	on behalf of Plaintiff Bradley D. Sharp jdulberg@pszjlaw.com
Jeffrey W Dulberg	on behalf of Plaintiff Bradley D. Sharp Chapter 11 Trustee jdulberg@pszjlaw.com
John P. Ward	on behalf of Creditor U.S. Bank N.A., as Trustee for Velocity Commercial Capital Loan Trust 2018-2 jward@attleseyward.com, ephuong@attleseyward.com
John W Lucas	on behalf of Plaintiff Bradley D. Sharp Chapter 11 Trustee jlucas@pszjlaw.com, ocarpio@pszjlaw.com
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John W Lucas	on behalf of Trustee Bradley D. Sharp (TR) jlucas@pszjlaw.com ocarpio@pszjlaw.com
Joshua L Scheer	on behalf of Creditor Ajax Mortgage Loan Trust 2021-D Mortgage-Backed Securities, Series 2021-D, by U.S. Bank National Association, as Indenture Trustee jscheer@scheerlawgroup.com, jscheer@ecf.courtdrive.com
Kenneth Miskin	on behalf of U.S. Trustee United States Trustee (LA) Kenneth.M.Miskin@usdoj.gov
Kevin Ronk	on behalf of Creditor Miracle Mile Properties LP Kevin@portilloronk.com, jaclyn@cym.law,karen@cym.law
Kevin Ronk	on behalf of Creditor Franklin Menlo Kevin@portilloronk.com jaclyn@cym.law,karen@cym.law
Kirsten Martinez	on behalf of Creditor NewRez LLC d/b/a Shellpoint Mortgage Servicing as servicer for J.P. Morgan Mortgage Acquisition Corp Kirsten.Martinez@bonialpc.com, Notices.Bonial@ecf.courtdrive.com
Kirsten Martinez	on behalf of Creditor Toyota Lease Trust as serviced by Toyota Motor Credit Corporation Kirsten.Martinez@bonialpc.com Notices.Bonial@ecf.courtdrive.com
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Theron S Covey

on behalf of Creditor Wilmington Savings Fund Society FSB, d/b/a Christiana Trust, not individually but as trustee for Pretium Mortgage Acquisition Trust tcovey@raslg.com

Todd S. Garan

on behalf of Creditor JPMorgan Chase Bank N.A. ch11ecf@aldridgepite.com,
TSG@ecf.inforuptcy.com;tgaran@aldridgepite.com

United States Trustee (LA)

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TOTAL: 93

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John W. Lucas (CA State Bar No. 271038)
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Counsel to Bradley D. Sharp,
Chapter 11 Trustee

FILED & ENTERED

FEB 12 2025

CLERK U.S. BANKRUPTCY COURT
Central District of California
BY penning DEPUTY CLERK

UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA
LOS ANGELES DIVISION

In re:

LESLIE KLEIN,

Debtor.

Case No. 2:23-bk-10990-SK

Chapter 11

ORDER GRANTING (1) MOTION FOR RELIEF FROM THE AUTOMATIC STAY UNDER 11 U.S.C. § 362 FILED BY FRANKLIN H. MENLO, CO-TRUSTEE OF THE FRANKLIN MENLO IRREVOCABLE TRUST ESTABLISHED MARCH 1, 1983 [DOCKET NO. 65]; AND (2) MOTION FOR RELIEF FROM THE AUTOMATIC STAY UNDER 11 U.S.C. § 362, FILED BY JEFFREY WINTER, CO-TRUSTEE OF THE FRANKLIN MENLO IRREVOCABLE TRUST ESTABLISHED MARCH 1, 1983 [DOCKET NO. 254]

Date: February 12, 2025
Time: 9:00 a.m.
Place: Courtroom 1575
255 E. Temple Street
Los Angeles, CA 90012

WHEREAS, on April 5, 2023, Franklin H. Menlo, Co-Trustee Of The Franklin Menlo Irrevocable Trust Established March 1, 1983 ("**Menlo**") filed a *Motion for Relief From the Automatic Stay Under 11 U.S.C. § 362* (the "**Menlo Lift Stay Motion**") [Docket No. 65];

1 **WHEREAS**, on August 14, 2023, Jeffrey Winter, Co-Trustee of the Franklin Menlo
2 Irrevocable Trust Established March 1, 1983 (“**Winter**” and together with Menlo, the “**Menlo**
3 **Parties**”) filed a *Motion for Relief From the Automatic Stay Under 11 U.S.C. § 362* (the “**Winter Lift**
4 **Stay Motion**”) [Docket No. 254];

5
6 **WHEREAS**, on or about February 12, 2025, the Court entered an *Order Granting Motion for*
7 *Order Pursuant to Bankruptcy Rule 9019 Approving Settlement With Mutual Releases Between the*
8 *Trustee and Franklin H. Menlo and Jeffrey Winter, Co-Trustees of the Franklin Menlo Irrevocable*
9 *Trust Established March 1, 1983 and Granting Relief From Stay* (the “**Settlement Order**”)¹;

10 **WHEREAS**, the Settlement Order approved a settlement agreement (the “**Settlement**
11 **Agreement**”), by and between Bradley D. Sharp, in his capacity as Chapter 11 Trustee (the
12 “**Trustee**”), on the one hand, and the Menlo Parties, on the other hand;

13
14 **WHEREAS**, pursuant to the Settlement Order, the Settlement Agreement is modified to
15 make it effective upon entry of the Settlement Order (the “**Effective Date**”); and

16 **WHEREAS**, the Settlement Agreement provides that at the same time the Bankruptcy Court
17 shall execute the Settlement Order, the Court shall also execute and enter a separate lift stay order
18 (the “**Lift Stay Order**”) which the Menlo Parties can readily refer to and rely upon when returning
19 to Probate Court, *provided, however*, that the Menlo Parties shall not be entitled to present or file the
20 Lift Stay Order with the Probate Court prior to the Effective Date of the Settlement Agreement.

21
22 Based upon the Court’s review of the Menlo Lift Stay Motion, the Winter Lift Stay Motion,
23 and the Settlement Order, and finding that that the Settlement Agreement is in effect and no further
24 notice be given,

25
26
27 ¹ Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Settlement Agreement
and the Motion.

IT IS HEREBY ORDERED:

1. The Menlo Parties (and the beneficiaries of all Menlo Trusts to the extent permitted by law) shall have relief from the automatic stay in the Debtor's bankruptcy case with respect to all Probate Court matters and the stay shall be unconditionally lifted to allow the Menlo Parties to pursue all of their rights and remedies in the Probate Court; provided, however, that the Menlo Parties shall not be permitted to seek to collect upon any judgment, claims or similar awards from property of the Debtor's bankruptcy estate nor will they be permitted to increase the amount of their allowed claims against the Debtor's bankruptcy estate as a result of any such judgment, claims or similar awards; and further provided that the Menlo Parties shall not be permitted to present or file this Lift Stay Order with the Probate Court prior to the Effective Date of the Settlement Agreement.

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1 2. Upon the Effective Date of the Settlement Agreement, the Trustee shall immediately
2 provide the Menlo Parties with a letter stating that the Effective Date of the Settlement Agreement
3 has been reached. When presented to the Probate Court by the Menlo Parties, such letter shall be
4 *prima facie* evidence that the Effective Date of the Settlement Agreement has been reached, thereby
5 allowing the Menlo Parties to file this Lift Stay Order with the Probate Court.
6

7 3. Following the Effective Date, the Trustee shall not be given notice of further
8 proceedings involving the Menlo Parties in the Probate Court and shall not appear in any such
9 proceedings unless such appearance is specifically requested by any of the parties to such proceedings
10 or requested by the Probate Court.
11

12 4. The Court shall retain jurisdiction to interpret and enforce the terms of this
13 Order.
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15 # # #
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22

23 Date: February 12, 2025
24


Sandra R. Klein
United States Bankruptcy Judge